

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 11/26/18

CONTRACT #: 8002442

NIGP CODE: 988-8900

CONTRACT FOR: Herbicide Application & Treatment Services

CONTRACTOR: Municipal Pest Management Services, Inc.

VENDOR CODE #: 174028

SUBMITTED FOR ACCEPTANCE BY:



ERICA BRISSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 11-26-18

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/26/18

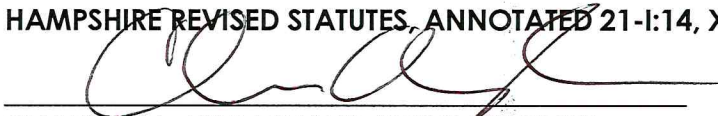
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 11/26/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11/27/18

Subject: Herbicide Application and Treatment Services

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> State of New Hampshire Administrative Services		<b>1.2 State Agency Address</b> State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Municipal Pest Management Services, Inc.		<b>1.4 Contractor Address</b> 21 River Road Newington, NH 03801	
<b>1.5 Contractor Phone Number</b> (603) 431-0008	<b>1.6 Account Number</b> Various	<b>1.7 Completion Date</b> December 31, 2021	<b>1.8 Price Limitation</b> \$30,000
<b>1.9 Contracting Officer for State Agency</b> Erica Brisson, Purchasing Agent		<b>1.10 State Agency Telephone Number</b> (603) 271-7272	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Michael Morrison, President	
<b>1.13 Acknowledgement:</b> State of <u>Florida</u> , County of <u>Collier</u> On <u>11/14/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Jaclyn Chace, Financial services associate			
<b>1.14 State Agency Signature</b>  Date: <u>11/27/18</u>		<b>1.15 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: _____ On: _____			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.



7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## EXHIBIT A SCOPE OF SERVICES

### 1. INTRODUCTION

Municipal Pest Management Services, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Herbicide Application and Treatment Services in accordance with the bid submission in response to State Request for Bid 2130-19 and as described herein.

### 2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 2130-19

### 3. TERM OF CONTRACT

This contract shall commence on January 1, 2019 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on December 31, 2021, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

### 4. SCOPE OF WORK

The purpose of this contract is to provide all labor, tools, transportation, materials, equipment, and permits as necessary to provide the required level of services as described herein. The scope of work shall include **spot herbicide application for control of invasive plants and poison ivy** as needed for the entire State of New Hampshire.

#### Treatment Areas:

Treatment areas will be widely scattered. Those occurring along roadside rights-of-way or other developed portions of state lands (e.g., boat access sites, waysides, recreational areas) will generally be less than one (1) contiguous acre in size. Those on undeveloped state-owned properties (e.g., state forests, wildlife management areas, etc.), will be of varying size from less than one (1) acre to ten (10) acres or more.

Number and size of treatment areas within the state will vary in any given year. Treatment areas will occur in a variety of upland and wetland habitats. Target plants shall include poison ivy and invasive plants such as those listed in Table 3800.1 (New Hampshire Prohibited Invasive Species List) of CHAPTER Agr 3800 INVASIVE SPECIES. The invasive plants that will most often be targeted include Japanese knotweed, purple loosestrife, common reed, spotted knapweed, perennial pepper weed,

autumn olive, Oriental bittersweet, bush honeysuckle, and common and glossy buckthorn. The Contractor must be competent in the identification of invasive plants and poison ivy.

**Materials:**

The Contractor shall provide all herbicides and adjuvants. Selected herbicide(s) will be based on habitat type and target species, and shall be post-emergent herbicides having little or no soil activity. Selective herbicides shall be favored over non-selective whenever possible. The Contractor shall observe and follow all herbicide label precautions, restrictions, and recommendations of the chemicals being applied except in the instances described in Administrative Rule PES 502.01 (available online at <http://agriculture.nh.gov/rules/index.htm>). The Contractor shall observe and follow all applicable Federal and State regulations on the storage, transport, handling, mixing, use, and application of the herbicide being used. Current and up-to-date labels and MSDS sheets of all chemicals being applied on State property shall be on hand at the application site at all times during the term of this contract. Lawful recycle or disposal of all empty herbicide containers is the sole responsibility of the Contractor.

Rates for materials utilized to complete herbicide applications shall be verified by dated receipts, referencing the specific location. Invoicing shall be done by dated cost receipts plus 10 percent.

**Method of Treatment:**

Treatment areas may require any of the following methods:

**Chemical:** Foliar Spray; Stem Injection; Basal Bark

**Chemical/Mechanical:** Cut Stump/Stem; Frill & Girdle

After consultation with the requesting agency regarding areas to be treated, the Contractor shall inspect said designated areas. The method of treatment and timing of application shall then be discussed and agreed upon by the Contractor and requesting agency before work begins. The Contractor is expected to provide all equipment needed for foliar spray, stem injection, basal bark, cut stem, and frill & girdle treatments. Application methods and timing of application will vary depending on target species, size of treatment area, and the presence of any sensitive resources such as wetlands or species of concern.

If an application method requires cutting the target species, cutting will be the responsibility of the Contractor, and application of herbicide to cut surface shall occur within five minutes of cutting. Removal and proper disposal of cut vegetation shall be the responsibility of the Contractor.

All appropriate measures, such as those outlined in Best Management Practices for Roadside Invasive Plants(<http://www.nh.gov/dot/org/projectdevelopment/environment/units/technicalservices/documents/BMPsforRoadsideInvasivePlants.pdf>), will be implemented by the Contractor to avoid the spread of prohibited invasive plants to new sites while working.

Herbicides shall not be applied during adverse or non-optimal weather conditions recommended for the application method and target species. Emphasis will be placed on ensuring the application will minimize exposure to people, facilities, and the surrounding environment. Impact to non-target species shall be avoided or minimized to the maximum extent possible.

Following the initial treatment, at least 90 percent control of the target species shall be achieved after the first 60 days within a growing season have passed. Growing season shall be defined as the period of time between the last freeze in the spring and the first frost in the fall. Control shall be measured by percent cover of living foliage. If control standards are not met, follow up treatment on all remaining stems will be required at no additional cost to the State.

**Permitting:**

If the treatment area will require a permit from the NH Division of Pesticide Control for the application of herbicide, applying for the permit will be the responsibility of the Contractor.

**Reporting:**

Within 30 days of the initial treatment, the Contractor shall submit to the requesting agency a written report of each herbicide application. The report shall include date and time of application; names and pesticide application license numbers of all applicators; copy of NH pesticide permit application package and permit (if applicable), applied chemical mixture data including the mixture constituent chemical names (to include any adjuvants or surfactants), concentration, and target rate; weather information including temperature and wind conditions; coordinates of target area(s); and target plant(s).

**Inspection of work:**

All areas treated will be inspected for results by the requesting agency. Inspections will take place after 60 days within a growing season have passed following initial treatment. Treatment areas not meeting control requirements shall require remedial treatment on all remaining living foliage at the expense of the Contractor.

The requesting agency reserves the right to perform random and periodic inspections at any time to ascertain the Contractor's compliance with contract requirements. All deficiencies, hazards, or safety associated with the Contractor's herbicide application shall be corrected at the expense of the Contractor.

**General:**

The Contractor will respond to the agency's initial request within two (2) business days to schedule an appointment and spot herbicide applications shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each site/facility at least ten (10) days prior to each period.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such



employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

## **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

## **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2130-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

## **7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

## **8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Herbicide Application and Treatment services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$30,000; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**  
**SCHEDULE OF RATES:**

**SUPERVISOR & CREW MEMBERS**

All labor rates will start when personnel arrives at the work site.

All labor rates will stop when personnel leaves the work site.

All labor rates will include all necessary instruments and tools.

All rates are inclusive rates that include labor, mileage, parking, tolls, transportation, lodging, meals and permitting.

The personnel shall be required to bring the proper and basic tools applicable when first arriving at the work site.

The personnel shall obtain any supplies needed to complete the job in the most expeditious, legal, and cost effective manner.

**HOURLY RATES FOR PERSONNEL –**

**SUPERVISOR SHALL BE PRESENT ON THE JOB SITE DURING WORKING HOURS**

**SUPERVISOR AND CREW MEMBER:**

This shall be a rate per hour to perform herbicide application/treatment as per the scope of services.

**ADMINISTRATIVE PERSONNEL**

This includes the time it takes to review and approve all documents, permit application, preparation, report preparation, project planning and when requested attend meetings at the request of the using agency.

CARROLL COUNTY		
<u>ADMINISTRATIVE RATE PER HOUR</u>	\$50.00	
<u>Application Method</u>	<u>Supervisor Hourly Rate</u>	<u>Crew Member Hourly Rate</u>
Foliar with Backpack sprayer	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00

Cut Stem	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00

BELKNAP COUNTY		
<u>ADMINISTRATIVE RATE PER HOUR</u>	\$50.00	
<u>Application Method</u>	<u>Supervisor Hourly Rate</u>	<u>Crew Member Hourly Rate</u>
Foliar with Backpack sprayer	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00

SULLIVAN COUNTY		
<u>ADMINISTRATIVE RATE PER HOUR</u>	\$50.00	
<u>Application Method</u>	<u>Supervisor Hourly Rate</u>	<u>Crew Member Hourly Rate</u>
Foliar with Backpack sprayer	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00

MERRIMACK COUNTY		
<u>ADMINISTRATIVE RATE PER HOUR</u>	\$50.00	
<u>Application Method</u>	<u>Supervisor Hourly Rate</u>	<u>Crew Member Hourly Rate</u>
Foliar with Backpack sprayer	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle	\$95.00	\$80.00

Mounted Sprayer		
Stem Injection	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00

STRAFFORD COUNTY		
<b><u>ADMINISTRATIVE RATE PER HOUR</u></b>	\$50.00	
<b><u>Application Method</u></b>	<b><u>Supervisor Hourly Rate</u></b>	<b><u>Crew Member Hourly Rate</u></b>
Foliar with Backpack sprayer	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00

CHESHIRE COUNTY		
<b><u>ADMINISTRATIVE RATE PER HOUR</u></b>	\$50.00	
<b><u>Application Method</u></b>	<b><u>Supervisor Hourly Rate</u></b>	<b><u>Crew Member Hourly Rate</u></b>
Foliar with Backpack sprayer	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00

HILLSBOROUGH COUNTY		
<b><u>ADMINISTRATIVE RATE PER HOUR</u></b>	\$50.00	
<b><u>Application Method</u></b>	<b><u>Supervisor Hourly Rate</u></b>	<b><u>Crew Member</u></b>



		Hourly Rate
Foliar with Backpack sprayer	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00

ROCKINGHAM COUNTY		
<b><u>ADMINISTRATIVE RATE PER HOUR</u></b>	\$50.00	
<b><u>Application Method</u></b>	<b><u>Supervisor Hourly Rate</u></b>	<b><u>Crew Member Hourly Rate</u></b>
Foliar with Backpack sprayer	\$80.00	\$65.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$80.00	\$65.00
Stem Injection	\$80.00	\$65.00
Basal Bark	\$80.00	\$65.00
Cut Stem	\$80.00	\$65.00
Frill & Girdle	\$80.00	\$65.00

### **3. INVOICE**

Detailed invoices of all services performed including site location, the rates per hour, specific names of product(s) and the amounts of product used for treatment(s) shall be submitted after completion of work to the requesting agency.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

### **4. PAYMENT**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

## EXHIBIT D

RFB #2130-19 is incorporated here within.

# MUNICIPAL PEST MANAGEMENT SERVICES, INC.

21 River Rd Newington, NH 03801

TELEPHONE 603/431-0008

E-MAIL: swampfixer@swamp-inc.com

## CERTIFICATE OF VOTE

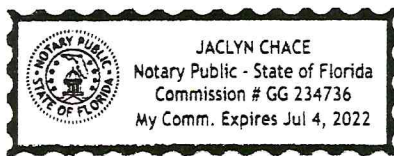
I, Michael Morrison hereby certify that I am the sole proprietor (or board member when applicable) of the company known as Municipal Pest Management Services, Inc.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Municipal Pest Management Services, Inc. and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: *Michael Morrison*

Date: November 14, 2018

On this the 14<sup>th</sup> day of November 2018, before me Michael Morrison, the undersigned officer, personally appeared Michael Morrison known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



*Jaclyn Chace*  
Jaclyn Chace



# State of New Hampshire

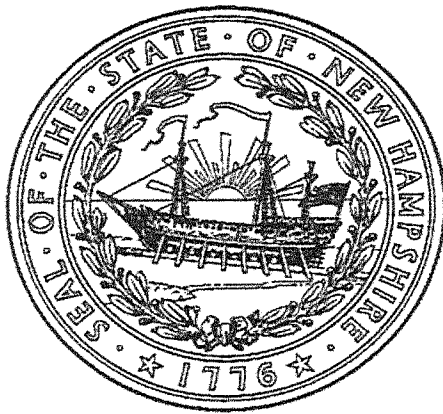
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MUNICIPAL PEST MANAGEMENT SERVICES, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on October 30, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **310454**

Certificate Number: **0004210543**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of November A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	<b>CONTACT NAME:</b> Susan Merriam
	<b>PHONE (A/C, No, Ext):</b> 800-225-1865 <b>FAX (A/C, No):</b> 978-454-1865
	<b>E-MAIL ADDRESS:</b> smerriam@fredcchurch.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Arch Insurance Company
	<b>INSURER B:</b> Allmerica Financial Benefit Insurance Company
	<b>INSURER C:</b> Travelers Property Casualty Co. of America
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER: 1353104980

REVISION NUMBER:

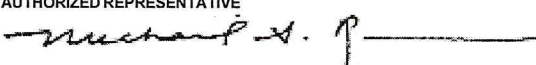
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BPPKG0200514	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	AWNA629354	5/9/2018	5/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB0269N826	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of New Hampshire is included as an Additional Insured for General Liability per written contract

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Erica Brisson - Purchasing Agent Department of Administrative Services Bureau of Purchasing and Property 25 Capitol Street, RM 102 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.